

Prepared by and return to:  
Jeffrie M. McClain, Attorney  
Tennessee Valley Authority  
1101 Market Street, Edney Building 4A  
Chattanooga, Tennessee 37402-2801  
(423) 751-8125

BK 0341 PG 0569  
STATE MS. - DESOTO CO.

OCT 19 2 53 PM '98

BK 341 PG 569  
W.E. DAVIS CH. CLK.

BK 0339 PG 0706

STATE MS. - DESOTO CO.  
TVA Tract No. FRM-213

SEP 16 8 13 AM '98

BK 339 PG 706  
W.E. DAVIS CH. CLK.

### GRANT OF ADDITIONAL EASEMENT RIGHTS WITHIN AN EXISTING EASEMENT AND RIGHT-OF-WAY

FOR AND IN CONSIDERATION of the sum of ONE THOUSAND NINE HUNDRED AND NO/100 DOLLARS (\$1,900.00), cash in hand paid, receipt whereof is hereby acknowledged, we, the undersigned,

ANNIE IRENE POLK, JOE LEE REED, CYNTHIA RANDALL,  
JOHN REED, CAROL REED, and JOANN REED

have this day bargained and sold, and by these presents do hereby grant, bargain, sell, transfer, and convey unto the UNITED STATES OF AMERICA a permanent easement and right-of-way for the following purposes, namely: the perpetual right to enter and to erect, maintain, repair, rebuild, operate, and patrol one line of poles or transmission line structures with sufficient wires and cables for two electric power circuits and communication circuits, including the existing Entergy Mississippi, Inc., circuits, and all necessary appurtenances, in, on, over, and across said right-of-way, together with the right to clear said right-of-way and keep the same clear of brush, trees, buildings, and fire hazards, the right after the date of execution of this agreement to destroy or otherwise dispose of trees and brush within said right-of-way, and to remove danger trees, if any, located beyond the limits of said right of way (danger trees being any trees located beyond the limits of said right-of-way which in falling could come within 5 feet of any transmission line structure or conductor), all over, upon, across, and under the land described in Exhibit A hereto attached and by this reference hereby incorporated in and made a part of this instrument as fully as if here written.

Said easement rights are conveyed subject to an easement and right-of-way owned by Entergy Mississippi, Inc. (formerly known as Mississippi Power & Light Company) with respect to all of said right-of-way and danger trees, by virtue of a warranty deed from Northcentral Mississippi Electric Power Association to Mississippi Power & Light Company dated December 30, 1960, and recorded at Deed Book 49, page 11, a grant dated October 13, 1950, from Laura Richardson, et al., to Northcentral Mississippi Electric Power Association recorded in Deed Book 37, page 408, both in the office of the Chancery Court Clerk of DeSoto County, Mississippi, and Grantee's right under an agreement with Entergy Mississippi dated March 1, 1998.

We covenant that the above described property constitutes no part of our homestead.

TO HAVE AND TO HOLD the said easement and right-of-way to the UNITED STATES OF AMERICA and its assigns forever.

We covenant with the said UNITED STATES OF AMERICA that we are lawfully seized and possessed of said real estate, have a good and lawful right to convey the easement rights hereinabove described, that said property is free of all encumbrances, except existing easement rights, and that we will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

We agree that the payment of the purchase price above stated is accepted by us as full compensation for all damage caused by the exercise of any of the rights above described; except that the UNITED STATES OF AMERICA shall remain liable for any damage to growing crops and any direct physical damage caused to the property of the undersigned by its construction forces or by the construction forces of its agents and employees in the erection and maintenance of or in exercising a right of ingress and egress to said line.

We, for ourselves, our heirs, personal representatives, successors, and assigns, covenant with the UNITED STATES OF AMERICA that no buildings or fire hazards will be erected or maintained within the limits of the right-of-way, and agree that this shall be a real covenant which shall attach to and run with the land affected by the easement rights and shall be binding upon everyone who may hereafter come into ownership of said land, whether by purchase, devise, descent, or succession.

Wherever the context requires, the plural number as used herein shall be read as singular.

IN WITNESS WHEREOF, we have hereunto subscribed our names this 2 day of September, 1998.

Annie Irene Polk  
ANNIE IRENE POLK

Cynthia Randall  
CYNTHIA RANDALL

Carol Reed  
CAROL REED

Joe Lee Reed  
JOE LEE REED

John Reed  
JOHN REED

Joann Reed  
JOANN REED

STATE OF OHIO )  
COUNTY OF SUMMIT ) SS

Before me personally appeared ANNIE IRENE POLK, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed and delivered the same as her free act and deed on the day and year therein mentioned.

WITNESS my hand and seal of office this 2 day of September, 1998.

Chancery Court Clerk

STATE OF OHIO )  
COUNTY OF SUMMIT ) SS

Before me personally appeared JOE LEE REED, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed and delivered the same as his free act and deed on the day and year therein mentioned.

WITNESS my hand and seal of office this 2 day of September, 1998.

Chancery Court Clerk

STATE OF OHIO )  
COUNTY OF SUMMIT ) SS

STATE OF OHIO )  
 ) SS  
 COUNTY OF SUMMIT )

Before me personally appeared CYNTHIA RANDALL, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed and delivered the same as her free act and deed on the day and year therein mentioned.

WITNESS my hand and seal of office this 2 day of September, 1998.

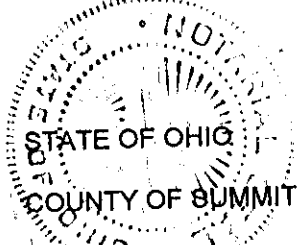
  
 \_\_\_\_\_  
 Chancery Court Clerk



Before me personally appeared JOHN REED, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed and delivered the same as his free act and deed on the day and year therein mentioned.

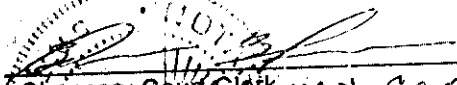
WITNESS my hand and seal of office this 2 day of September, 1998.

  
 \_\_\_\_\_  
 Chancery Court Clerk



Before me personally appeared CAROL REED, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed and delivered the same as her free act and deed on the day and year therein mentioned.

WITNESS my hand and seal of office this 2 day of September, 1998.

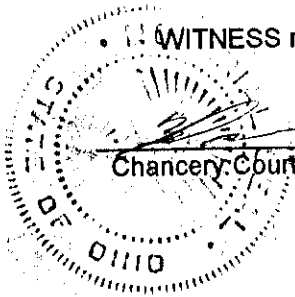
  
 \_\_\_\_\_  
 Chancery Court Clerk



STATE OF OHIO                    )  
                                      ) SS  
COUNTY OF SUMMIT            )

Before me personally appeared JOANN REED, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed and delivered the same as her free act and deed on the day and year therein mentioned.

• I, WITNESS my hand and seal of office this 2 day of September, 1998.



Chancery Court Clerk *W. J. Damm* *E. J. D.*

*6. June - 2002*

EASEMENT OWNER:

United States of America  
Tennessee Valley Authority  
1101 Market Street, EB 4A  
Chattanooga, Tennessee 37402-2801  
Telephone: 423-751-3542

[Tax Exempt - Miss. Code  
§27-37-301]

PROPERTY OWNER:

Annie Irene Polk, et al.  
1021 Celina Drive  
Akron, Ohio 44307  
Telephone Number: (330) 376-6742

INDEXING INFORMATION: NW 1/4 of the NW 1/4, Section 20, T2S, R7W

## EXHIBIT A

OCT 7 2 21 PM '98

## FREEPORT - MILLER

Annie Irene Polk et al

BK 341 PG 114  
W.E. DAVIS CH. CLK.

A permanent easement for transmission line purposes on, over, and across a strip of land located in Section 20, Township 2 South, Range 7 West of DeSoto County, State of Mississippi, as shown on sheet 6 of US-TVA drawing LW-8034, Revision 1, the said strip being 75.00 feet wide, lying 37.50 feet on each side of the centerline of the transmission line location, the centerline of the location and the end boundaries of the strip being more particularly described as follows:

Commencing at the northeast corner of Section 19, Township 2 South, Range 7 West and the northwest corner of Section 20, Township 2 South, Range 7 West; thence S. 0° 07' 40" W., 593 feet along the east line of Section 19 and the west line of Section 20 to a point, said point being in the centerline of the said location at survey station 653 + 24.00, said point being in the west fenced property line of the land of Annie Irene Polk et al and in the east fenced property line of the land of Flora Lee Stewart et al, said point being the point of beginning.

Thence from the point of beginning, said strip being bound on the west end by said fenced property line and said section line, and with the said centerline S. 87° 38' 00" E., 28.45 feet to a point of intersection at survey station 653 + 52.45; thence continuing with said centerline N. 88° 59' 00" E., 917.55 feet to a point, said point being in the east fenced property line of the land of Annie Irene Polk et al and in the west fenced property line of the land of Jerry E. Mauney at survey station 662 + 70.00, said strip being bound on the east end by said fenced property line.

The strip of land described above is lying entirely within the existing Nesbit - Miller - Slayden Transmission Line location, as shown on sheet 1 of US-TVA drawing LW-3746, and includes the centerline of the transmission line location for a net distance of 946.00 feet and contains 1.6 acres, more or less.

The above described strip of land is lying entirely in the northwest 1/4 of the northwest 1/4 of Section 20, Township 2 South, Range 7 West.

Furthermore, said permanent easement rights include the perpetual right to install, maintain, and replace guy wires and necessary appurtenances outside the right-of-way for the transmission line structure located at survey station 653 + 52.45.